

**Virginia Office of EMS
Advanced Life Support Training Fund
Course Funding Contract for FY07
Contract for Standard ALS CE Programs**

CONTRACT NUMBER _____

This contract entered into this ____th day of _____, _____, by and between _____ hereinafter referred to as the "Contractor" and the Department of Health, Office of Emergency Medical Services of the Commonwealth of Virginia hereinafter referred to as the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents, 12 VAC 5-31, the Virginia OEMS Administrative Manual, and the ALSTF Administrative manual for the following course identified by course number _____ being held in the following Planning District _____.

PERIOD OF PERFORMANCE: The period of performance for this contract shall not exceed 365 days from the begin date of the course as stated below.

Course dates: From _____ through _____
Begin Date End Date

The contract documents shall consist of:

1. This signed form;
2. The attached purchasing description which consists of:
 - a. The Scope of Services,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions,
 - d. Method of Payment and Pricing Schedule,

I. PURPOSE AND BACKGROUND: The intent and purpose of this contract is to establish an agreement with a qualified vendor to provide Funding for an Advanced Life Support Continuing Education program approved by the Virginia Department of Health, Office of Emergency Medical Services (OEMS), an agency of the Commonwealth of Virginia. The Purchasing Agency's Contract Administrator is the Advanced Life Support Funding Administrator, at 804-864-7600.

II. SCOPE OF SERVICES:
The Contractor shall provide the Purchasing Agency with the services required by 12VAC5-31 of state regulations, the Office of EMS policies and Advanced Life Support Training Funds (ALSTF) policies as they pertain to this course. The contracted Category 1 Continuing Education course shall be conducted in accordance with Office of EMS policies for CAT 1 CE. The Contractor shall coordinate student registration and scheduling as well as completion of all required paperwork to initiate and hold said course.

The Purchasing Agency shall:

- A. Process all course requests and forward all ALS Funding request to the ALSTF Coordinator.
- B. After verifying appropriate documentation as required in 12VAC5-31 of the state regulations and Office of EMS policies, including a valid CE Roster, invoice, and a completed "ALSTF Course Funding" contract, initiate financial disbursements as specified in the ALSTF grant.

The Contractor shall:

- A. Provide the Purchasing Agency with the services required by 12VAC5-31 of state regulations and Office of EMS policies as they pertain to Category 1 Continuing Education.
- B. Conduct the contracted course as specified in the Office of EMS Policy shall be conducted as specified in 12VAC5-31, the EMS Training Programs Administration Manual and the criteria specified for the course of instruction.
- C. Submit this completed contract with the Course Approval Request form.
- D. Submit an invoice and CE Roster that includes all Virginia Certified ALS providers who successfully completed the course with their completed continuing education cards to the Office of EMS.

III. GENERAL TERMS AND CONDITIONS:

- A. APPLICABLE LAWS AND COURTS: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws, and rules and regulations.
- B. ANTI-DISCRIMINATION: By signing this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1.E).
- C. DEBARMENT STATUS: By signing this contract the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred.
- D. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specification.
- E. ASSIGNMENT OF CONTRACT: This contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- F. INDEPENDENT CONTRACTOR: When providing the services specified under this contract the Contractor shall not be deemed an "employee" or "agent" of the Virginia Department of Health. The Contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of the Virginia Department of Health.
- G. HOLD HARMLESS: The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or non-performance under this Contract.
- H. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

IV. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the

Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

V. SPECIAL TERMS AND CONDITIONS:

- A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. TERMINATION: This Contract shall be canceled automatically in the event sufficient funds are not appropriated for the purpose of continuation of this agreement or if the Contractor is found to be in violation of state regulations governing the conduct of the contracted course.

VI. METHOD OF PAYMENT: The contract shall be paid as follows:

- A. Payment shall be processed:
 1. upon receiving an invoice and attached CE Roster for the program session that payment is being sought, and
 2. upon verification that the program complied with all relevant sections of 12 VAC 5-31, the EMS Training Program Administrations Manual pertaining to continuing education, and
 3. pending the availability of funds for CE programs as defined in the ALS Training Funds program.
- B. The contractor shall mail an invoice that includes the course number and attach copies of signed CE Roster(s) for payment by one of the following modes:
 - (1) on the 20th day of each month when CE is taught; or
 - (2) quarterly where payment requests must be received by September 30, December 31, March 31, and June 15 during the fiscal year.
- C. After verification of the conditions in the contract payment shall be made payable to:

Name: _____
SSN or FIN: _____
Address 1: _____
Address 2: _____
City State Zip: _____

VII. PRICING SCHEDULE: The Contractor agrees to provide the services specified herein for the amount specified in the Advanced Life Support Training Funds grant program for the specified course.

Payment for the standard Category 1 CE Program outlined above will be processed as follows:

- 1) Upon submission of an invoice and CE Summary Roster for the course or topic, the contractor will receive \$35.00 per hour of instruction based upon the contact hours taught not to exceed the hours of contact defined for each category 1 topic as referenced in 12VAC5-31, the EMS Training Program Administration Manual and the program's published curriculum.
- 2) The maximum reimbursement under this agreement will not exceed One Thousand Six Hundred Eighty Dollars (\$1,680) based upon a potential of 48 contact hours of Category 1 Continuing Education units, provided funds for Continuing Education Programs are available as defined in the ALS Training Funds program.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed intending to be bound thereby.

Signature _____
Name: Gary R. Brown
Address: VA Office of EMS
109 Governor Street, Suite UB-55
Richmond, VA 23219
Date: _____

Signature _____
Name: _____
Address: _____
Course #: _____
Date: _____
FEI / FIN: _____
e-mail: _____

Course Coordinator Signature if payment assigned to the above is other than the Course Coordinator.

Signature _____
Name: _____
Address: _____
Course #: _____
Date: _____
FEI / FIN: _____
e-mail: _____